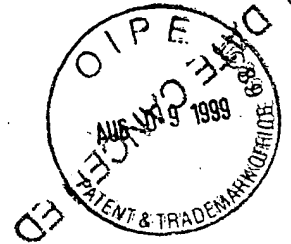
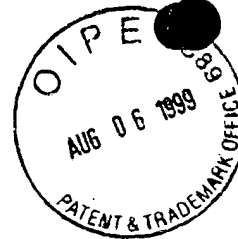


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SECRETARY OF STATE



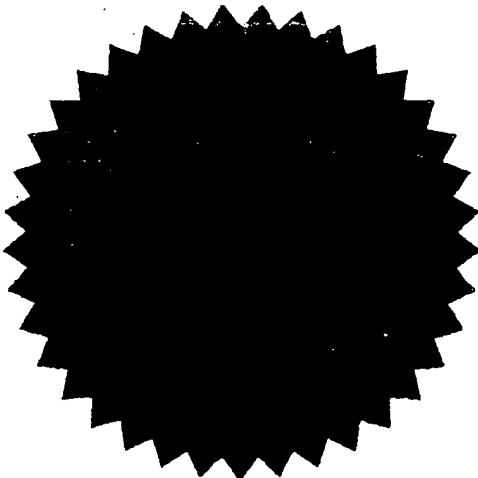
I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

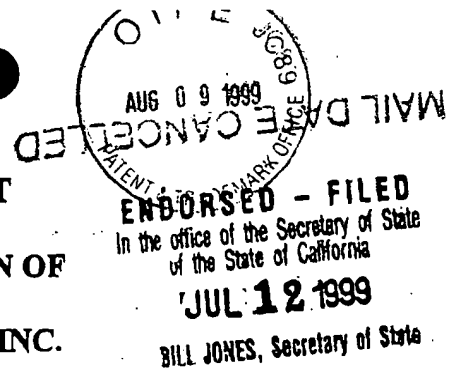
JUL 15 1999

Secretary of State



AUG 2 1988

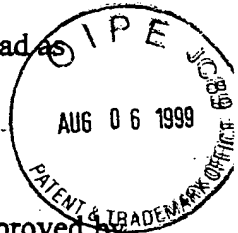
**CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION OF
ARABESQUE COMMUNICATIONS, INC.**



The undersigned certify that:

1. They are the duly elected president and secretary, respectively, of Arabesque Communications, Inc., a California corporation.
2. Article First of the Articles of Incorporation of this corporation is amended to read as follows:

"The name of this corporation is AtMotion Inc."
3. The foregoing amendment of the Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the corporation is 9,963,687. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.



We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: July 9, 1999

George Sollman, President

John B. Goodrich, Secretary

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ASSIGNMENT OF PATENT APPLICATIONS

Assignor: AtMotion, Inc., a California corporation formerly having a principal place of business in Redwood Shores, California.

Assignee: Openwave Systems Inc., a Delaware corporation having a principal place of business at 800 Chesapeake Drive, Redwood City, California 94063.

1. **Assignor** represents that **Assignor** is the owner of the following patent applications (the "Applications"):

Application country and Serial No.

United States, 09/234,617
United States, 09/169,838
United States, 09/169,361
United States, 09/169,360
United States, 09/221,334
United States, 09/373,810
United States, 09/417,525

2. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by **Assignor**, **Assignor** hereby assigns to **Assignee** all of **Assignor's** rights, title and interest throughout the world in the inventions and improvements that are subject of the **Applications**. This Assignment includes the foregoing patent applications, all legal equivalents thereof in the United States and any foreign country, all patents issuing from any of the foregoing, and all rights to past and prospective remedies for infringement. This Assignment also includes the right to claim priority based on the filing date of the foregoing patent applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes. **Assignor** authorizes **Assignee** to apply in all countries in the name of **Assignor** or in the name of **Assignee** for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements


Assignor hereby represents that no assignment, sale, agreement or encumbrance has been made and covenants that none will be made that would conflict with this Assignment.

Assignor further covenants for itself and its successors and assigns to provide to **Assignee** promptly upon the request of **Assignee** all pertinent facts and documents relating to the **Applications** and legal equivalents as may be known and accessible to **Assignor** and to testify as to the same in any interference, litigation, or proceeding relating thereto and promptly to execute and deliver to **Assignee** or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce its rights under this Assignment.

Assignor requests the United States Patent and Trademark Office to issue any patents of the United States arising from the **Applications** and any reissue or extension thereof to **Assignee**.

3. **Assignor** agrees to promptly execute any and all agreements and documents in connection with this Assignment in order to complete and fulfill the terms and purposes of this Assignment.

AtMotion, Inc. (Assignor):

By: 

Title: VICE PRESIDENT

Date: 19 MAR 01

ASSIGNMENT

For valuable consideration, I, Bradley James Witteman, of San Mateo, California; hereby assign to Arabesque Communications, Inc., a California corporation having a place of business at 100 Marine Parkway, Suite 125, Redwood Shores, California 94065, and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by me this day, entitled: SEARCHING AND RETRIEVING MULTIMEDIA INFORMATION, filed herewith, and I authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and I authorize the Assignee to apply in all countries in my name or in its own name for patents, utility models, and design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and I agree for myself and my respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Redwood City, CA
 this 22 day of December, 1998
Bradley James Witteman L.S.

STATE OF California
 COUNTY OF San Mateo

Before me this 22 day of December, 1998, personally appeared Bradley James Witteman known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

[Signature]
 Notary Public

My Commission Expires: July 27 2002

[Notary's Seal Here]

